SERIAL 05100 - C BUS, TRANSIT TYPE, PRISONER TRANSPORTATION (NIGP 07024)

DATE OF LAST REVISION: September 19, 2005 CONTRACT END DATE: October 31, 2006

CONTRACT PERIOD THROUGH OCTOBER 31, 2006

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for BUS, TRANSIT TYPE, PRISONER TRANSPORTATION (NIGP 07024)

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **October 19, 2005.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

WP/ks Attach

Copy to: Clerk of the Board

Jim Hutchinson, Equipment Services Kathy Sicard, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **BUS, TRANSIT TYPE, PRISONER TRANSPORTATION** (NIGP CODE 07024)

1.0 INTENT:

The intent of these specifications is to describe a **BUS, TRANSIT, PRISONER TRANSPORTATION**, in sufficient detail to secure bids on vehicle as specified. All units bid shall conform in strength, quality of the material and workmanship to what is usually provided to the trade in general. Bus shall be a current model under standard production by the manufacturer. Unit(s) will be used by the Maricopa County Sheriff's Department for transporting inmates. Two (2) or more **Bus, Transit, Prisoner Transportation** shall be delivered to the Maricopa County Equipment Services Department, 3325 West Durango, Phoenix, Arizona, as covered by purchase order only.

2.0. TECHNICAL SPECIFICATIONS, MINIMUM:

PREFACE:

UNIT SHALL BE DESIGNED AND EQUIPPED SUCH THAT IT WILL OPERATE CONTINUOUSLY IN STOP-AND-GO TRAFFIC WITH THE AMBIENT TEMPERATURE REACHING 122+ DEGREES FAHRENHEIT WITHOUT ANY ENGINE OR TRANSMISSION OVERHEATING PROBLEMS. THE AIR CONDITIONING SYSTEM SHALL BE CAPABLE OF MAINTAINING AN INTERIOR TEMPERATURE NOT TO EXCEED 85 DEGREES FAHRENHEIT WITH THE BUS SITTING STILL AND THE ENGINE AT IDLE.

2.1 **<u>DIMENSIONS / CAPACITIES:</u>**

2.1.1 **G.V.W** – Approx. 36,200 lb.

2.1.2 Wheel base/Overhang:

- 2.1.2.1 <u>Wheelbase</u> Approx. 273"
- 2.1.2.2 <u>Front Overhang</u> Shall not exceed approximately 87", from center line of the front axle to the front bumper.
- 2.1.2.3 <u>Rear Overhang</u> Approximately 120" measuring from center line of rear axle to rear face of rear bumper.
- 2.1.3 **Fuel Capacity** Min. 100 gal.
- 2.1.4 **Passenger Capacity** 44
- 2.1.5 **Overall Length** Approx. 40'

2.2 **ENGINE**:

- 2.2.1 <u>Type</u> Electronic controlled, turbo charged diesel, 4-cycle, 6 cylinder, 300 net H.P. at 2200 RPM, 860 net ft. lb. torque at 1440 RPM, minimum. CAT, C7 or equal.
- 2.2.2 **Position** Rear
- 2.2.3 <u>Air Cleaner</u> Dry type, heavy-duty, with replaceable dual elements, intake above floor level.

- 2.2.4 <u>Cooling System</u> Heavy-duty system designed for extreme ambient temperature operation . <u>All</u> hoses shall be lifetime guaranteed silicone or equal type.
- 2.2.5 <u>Shut Down</u> Ignition key. Remote start / stop switch to be located in the engine compartment.
- 2.2.6 **Fuel Filters** Inline spin-on with a secondary RACOR or equal, water separator.
- 2.2.7 **Performance** Engine must be capable of continuous operation at full capacity with ambient temperature of 122+ degrees Fahrenheit, **no exceptions.**
- 2.2.8 Warranty Five (5) year 150,000 mile, minimum.
- 2.2.9 <u>Exhaust System</u> Single exhaust system, constructed of stainless steel, exiting at the rear of the bus.
- 2.2.10 <u>Oil/Filter</u> Easy access screw on type.

2.3 **TRANSMISSION**:

- 2.3.1 **Type** Automatic.
- 2.3.2 <u>Model</u> Allison World MD3060, or equal.
- 2.3.3 **Speeds** Five (5) forward, one (1) reverse.
- 2.3.4 <u>Cooler</u> External "oil to coolant" heat exchanger rated at not less than 2500 BTU's per minute.
- 2.3.5 <u>Warranty</u> Five (5) year unlimited miles.
- 2.3.6 **Filters** Inline external.
- 2.3.7 **Shift Control** Push-Buttons, operator convenient location.

2.4 **FRAME**:

- 2.4.1 <u>Main Frame</u> One piece continuous high tensile steel channel, minimum 9.63" high with 3" flanges, .250 thick, 50,000 PSI.
- 2.4.2 **Cross-Members** Full depth, riveted in place with reinforcing gussets at spring hangers.

2.5 **AXLES/SUSPENSION**:

2.5.1 **Front Axle**:

- 2.5.1.1 Capacity 14,000 lb.
- 2.5.1.2 Type Wide track bus type.
- 2.5.1.3 <u>Springs</u> -Parabolic, single-stage, constant rate leaf type, shot peened with Berlin eyes, 4" x 56", 2-leaf, 7,000 lb. each at ground, or equal.

2.5.2 **<u>Rear Axle</u>**:

- 2.5.2.1 <u>Capacity</u> 23,000 lb.
- 2.5.2.2 Speed Single
- 2.5.2.3 <u>Ratio</u> Shall be geared for a maximum highway speed of 75 mph.
- 2.5.2.4 <u>Springs</u>: Semi-elliptic, two-stage progressive variable rate leaf type, shot peened with Berlin Eyes, 3" x 52", 14-leaf, 11,500 lb. each at ground, or equal..

2.5.3 **Shocks/Stabilizers**:

- 2.5.3.1 Shocks Front and rear, manufacturer's max.
- 2.5.3.2 Stabilizers Front and rear, manufacturer's maximum.
- 2.5.4 <u>Wheel Seals</u> STEMCO / NATIONAL / CR or equal. Front wheels, oil bath hubs with sight glass.

2.6 **FUEL TANK**:

- 2.6.1 <u>Capacity</u> Approx. 100 gallon.
- 2.6.2 **Location** Between frame rails, to meet FMVSS standard 301.
- 2.6.3 **Sender** Removable panel in floor for easy access.
- 2.6.4 **Fill Door** With key lock.

2.7 BRAKES:

- 2.7.1 **Type** Full Air Brake system.
- 2.7.2 <u>Compressor</u> Dual 13.2 HOLSET, or equal gear driven, with air intake through combustion air cleaner.
- 2.7.3 <u>Air Tanks</u> Three (3) with approximately 5,650 cu. in. capacity.
- 2.7.4 <u>Lines</u> Clamped inside of frame flanges for maximum protection.
- 2.7.5 **Treadle Valve** Shall incorporate modulated control valve for spring safety brake system.
- 2.7.6 **Parking Brake Valve** Shall be mounted on instrument panel.
- 2.7.7 **Air Dryer** BENDIX, AD-9, or equal.
- 2.7.8 **Slack Adjusters** Automatic, BENDIX, ASA-5, or equal.

2.7.9 **Drums/Shoes**:

- 2.7.9.1 Service Lining Area 940 sq. in. minimum.
- 2.7.9.2 Front 16 1/2" x 6" x 3/4", approximate.
- 2.7.9.3 Rear 16 1/2" x 8.62 x 3/4" approximate.
- 2.7.10 **ABS** Anti-lock brake system, front and rear axles.

2.8 **ELECTRICAL**:

- 2.8.1 <u>Volts</u> 12
- 2.8.2 **Batteries**:
 - 2.8.2.1 Quantity 2
 - 2.8.2.2 Type Heavy-duty, maintenance free.
 - 2.8.2.3 Amps Approximately 525 each.
 - 2.8.2.4 CCA Approximately 2000.
 - 2.8.2.5 Minutes Reserve Approximately 425 each.
 - 2.8.2.6 Mounting Enclosed compartment with locking door.
 - 2.8.2.7 Capability Have sufficient reserve capacity to power entire unit including all accessories and adequately crank the engine at 0 degrees Fahrenheit.
- 2.8.3 **Alternator**: Manufacturer's standard.
- 2.8.4 **Ignition** Key switch starting.
- 2.8.5. <u>Directional Signal Switch</u> Self-canceling with 4-way emergency lights.
- 2.8.6 <u>Wiring Harness</u> Shall be numbered, color coded and equipped with quick-disconnect connectors.

2.9 **STEERING**:

- 2.9.1 **Type** Power, integral hydraulic system.
- 2.9.2 <u>Make</u> ROSS, TAS-65 or equal, direct mounted with adjustable four-way tilt and telescoping capability.
- 2.9.3 **Wheel Diameter** 20" with full safety padding.

- 2.10 **INSTRUMENTATION**: (As specified or pre-approved system)
 - 2.10.1 **Speedometer/Odometer**
 - 2.10.2 **Voltmeter**
 - 2.10.3 Oil Pressure gauge Engine
 - 2.10.4 Coolant Temperature Indicator Engine
 - 2.10.5 **Fuel gauge**
 - 2.10.6 Air Pressure Gauges Dual with low pressure buzzer and warning light.
 - 2.10.7 **Directional Signal Indicator**
 - 2.10.8 **Headlight high/low Beam Indicator**
 - 2.10.9 Engine Tachometer
 - 2.10.10 Transmission Temperature Gauge
 - 2.10.11 **Digital Clock** Dash mounted.
 - 2.10.12 **Rheostat Dimmer Switch** For the instrumentation lights.
 - 2.10.13 Engine Hour Meter
 - 2.10.14 Warning Buzzer / Lights For low engine oil pressure and high engine coolant temperature.
 - 2.10.15 Air Cleaner Restriction Gauge Dash mounted.

2.11 **HORN**:

- 2.11.1 Electric Horns Dual
- 2.11.2 **Air Horns** Dual, mounted on the roof with pull lanyard.

2.12 **RADIO**:

- 2.12.1 **Type** AM/FM Stereo
- 2.12.2 **Speakers** Two (2) located forward portion of body, operated by driver.

2.13 **SAFETY EQUIPMENT**:

- 2.13.1 <u>Backup Alarm</u> Electronic waterproof design meeting federal regulations installed per manufacturer's instructions.
- 2.13.2 <u>Fire Extinguishers</u> one (1), 10 lb. all purpose type installed in the front area within easy reach of the operator and one (1), 5 lb. all purpose installed in the engine compartment, positioned for easy access.
- 2.13.3 <u>Emergency Kit</u> Shall include all necessary equipment to safely secure bus in case of a roadside emergency.
- 2.13.4 **Non-Skid Surfaces** All steps, standing and walk areas.
- 2.13.5 **Edges/Corners** All shall be rounded and smooth to prevent accidental injury.
- 2.13.6 **Regulations** Shall meet all AZ State and Federal standards.
- 2.13.7 **Mud Flaps** Rear, **no advertising.**

2.14 TIRES/WHEELS:

- 2.14.1 **Quantity** 7 each.
- 2.14.2 <u>Tires</u> 11R x 22.5, 16 ply tubeless radials. Goodyear only, no exceptions.
- 2.14.3 Wheels 22.5 x 8.25, 10-hole hub piloted Budd or equal.

- 2.14.4 **Spare** Mounted on crank down type carrier, positioned in a convenient location.
- 2.14.5 <u>Tire Balance</u> After arrival in Arizona, prior to delivery to the County.
- 2.14.6 Front End Alignment After arrival in Arizona, prior to delivery to the County.

2.15 **PAINT**:

Manufacturer's standard "black"

2.16 **CHASSIS WARRANTY**:

- 2.16.1 Frame Rails and Cross-Members Min. 5 year/100,000 mile.
- 2.16.2 Front and Rear Axle assy., King Pins, I-Beams, Bushings, Spindles, and Differential Min. 4 year / 50,000 mile.
- 2.16.3 <u>All other components manufactured by chassis builder</u> Min. 2 year/24,000 mile.
- 2.17 **BODY**: (As specified or pre-approved equal on all materials and construction.)
 - 2.17.1 <u>Capacity/Construction</u> Transit 44 passenger plus the driver, this includes one passenger for each of the six (6) cage units, two passengers for each of the 18 seats in the rear compartment and one passenger for each of the two guard seats positioned in the front area of the bus. Body interior and exterior side panels shall be constructed from sheet steel, approx. 16 gauge. Rub-rails shall be installed on each exterior sides of the bus, extending full length, positioned at window line, floor line and bottom of skirt. Entire body structure and floor joints shall meet all AZ State and Federal Motor Vehicle Safety Standards.
 - 2.17.2 **Body Length** Approximately 40 feet.
 - 2.17.3 <u>Headroom</u> Not less than 76" measured at center aisle over plywood and rubber floor covering.
 - 2.17.4 <u>Floor</u> All steel 14 gauge panels with smooth rubber under seats and ribbed rubber center aisle. Bright metal strips on all aisle seams and cove molding at side walls. Include 5/8" marine plywood or approved equal, sub-floor. All floor joints must meet applicable FMVS standards.
 - 2.17.5 Electrical Equipment / Lights Front and rear directional lights, front individual parking lights, side directional lights front and rear not less than 21 candlepower each, dome lights on two (2) circuits, with a minimum of six(6) dome lights with tamper proof covers, dual backup lights, headlight dimmer switch to be floor mounted, drivers dome light, entrance step light activated hen door is opened, five (5) exterior flood lights, two (2) on each side and one at rear, positioned to provide the best possible lighting for prisoner movement around bus, three (3) flood light control switches dash mounted, one (1) each for right side lights, left side lights, and rear light, engine compartment light, all other lighting necessary to meet applicable FMVS standards.
 - 2.17.6 **Body Instrument Panel** Shall be equipped with push-pull type or rocker type switches located at chassis instrument panel level. Each switch to be clearly labeled and lighted to minimize glare. Body wiring harness to be equipped with quick-disconnect connections and all wiring shall be color and number coded. Circuits breakers only on all body circuits, **fuses not acceptable**.
 - 2.17.7 <u>Insulation</u> Fiberglass batting or polyurethane foam with a minimum R-rating of 5.75 shall completely fill body sides, roof and ends.

- 2.17.8 <u>Heaters</u> Two speed, dash mounted controls, three (3) locations, single front fresh air type with windshield defrosters, not less than 90,000 BTU, shall be easily serviceable from exterior access panel. Center and rear 50,000 BTU under seat heaters, with steel screen mesh on outlet openings. Shut-off valves, located at the front engine area, for all heaters. Two (2) two speed defroster fans mounted on the dash, one for each left and right windshield. Fresh air vent for driver.
- 2.17.9 Glass Areas Four piece flat windshield with a minimum of 2900 sq. inches of surface. Prisoner guard windows, one on each side, vertical opening split sash type, removable from vehicle interior. Driver's window, left side, horizontal slide type. Prisoner windows, to be TUFFAK, or equal plastic, 6" x 21", approximately fourteen (14) on each side, located high above sight line when seated, covered on the inside with SURGUARD, or equal expanded metal. All glass to be darkest legal tint per Arizona State Law. No windows in rear of bus.
- 2.17.10 <u>Windshield Wipers</u> Dual electric intermittent type with electric pump powered washers, one (1) gallon hard plastic washer fluid reservoir, mounted in driver's access panel.
- 2.17.11 <u>Mirrors</u> Interior rear view, two (2) 10" x 30" non-glare, one on each side just above windshield. Right outside 6" x 16" mounted ahead of windshield. Left outside 6" x 16" mounted low beside driver's window.
- 2.17.12 <u>Interior Driver Sun Visor</u> 6" x 30" approximate, Plexiglas or equal construction material.

2.17.13. **Doors / Exits**:

- 2.17.13.1 <u>Front Entrance</u> Jack Knife type opening to the inside, steel construction, deluxe heavy duty manual control, safety latch, and key lock. Door shall be easily operated from driver's seat. No glass in the lower half of door. Safety padding, top inside head area, above door opening.
- 2.17.13.2 <u>Rear Emergency Exit-</u> Single door (24" x 57"), no glass, with exterior three point, center handle, cam-lock latch assembly installed. Padlock will be furnished by the Maricopa County Sheriff's Department.
- 2.17.14 **Entrance Step** Three (3) step entry, angled toward center aisle, rubber covered. Steps to be lighted, with control switch activated anytime door is opened.

2.17.15 **Seats**:

- 2.17.15.1 <u>Driver's Seat</u>- Heavy duty high back, durable cloth covered (tan color), fully adjustable, suspension type with three point retractable seat belts.
- 2.17.15.2 <u>Guard Seats</u> Heavy duty, cloth covered (tan color), fully adjustable, suspension type with retractable seat belts, (lap type only). Two seats shall be positioned at the front, just forward of the caged units, one on each side, inward facing.
- 2.17.15.3 Prisoners Seats For 42 prisoners. First six (6) seats, three (3) on each side shall be 30" school bus type with flat steel backs and bottoms, eighteen (18) remaining seats, nine (9) on each side to be 36" fiberglass type. All prisoner seats shall be American Seating or equal. Knee room approximately 27".
- 2.17.16 **Engine Compartment** Shall be heavily insulated to prevent heat, noise and fumes in the passenger compartment. Equipped with hinged full width access door for daily maintenance

- 2.17.17 <u>Access Panels</u> Exterior, hinged panels at right, left front and left side below driver's window with cylinder type key locks, all keyed alike. Shall be large enough for servicing back of instrument panel, wiper motors, front lights, front heater core and electrical circuits from outside body.
- 2.17.18 **Exterior Body Insulation** Polyurethane foam 1" thick shall be sprayed under the entire floor area and wheel wells, with exception of hose or wire routing areas.
- 2.17.19 Glove Box For driver, over the windshield type.
- 2.17.20 Access Steps/Handrails For use in cleaning windshields.
- 2.17.21 **Fenders** Rubber front and rear.
- 2.17.22 <u>Tow Hooks</u> Two front frame mounted, with strength capable to tow vehicle safely.
- 2.17.23 <u>Interior Side Panels</u> Aluminum sheeting, non-painted.
- 2.17.24 <u>Manufacturer's Standard Bumpers</u> Front and rear, full body width wrap-around design.
- 2.17.25 **Paint** Manufacturer's standard black exterior and interior with exception of the aluminum side panels.
- 2.17.26 <u>Luggage Compartment</u> Compartment shall be a full body width under-floor design with double doors on each side. Compartment shall have lights installed that operate when the doors are opened. Compartment doors shall be equipped with locking door handles that are keyed alike. Total luggage compartment capacity shall not be less than 130 129 cubic feet.
- 2.17.27 **Air Conditioning System**: (As specified or equal system.)
 - 2.17.27.1 <u>Make/Model</u> CARRIER TRANSICOLD Excel-Series, Model DC-1317R5 G or equal
 - 2.17.27.2 BTU Capacity Total 170,000 includes front and rear units.
 - 2.17.27.3 Refrigerant R134A, no exceptions.
 - 2.17.27.4 Evaporators:
 - 2.17.27.4.1 <u>Front</u> CARRIER, model M6 **EM6** or equal, 30,000 BTU/hr.
 - 2.17.27.4.2 Rear CARRIER, model EM17 or equal, 140,000 BTU/hr.
 - 2.17.27.5 Hose Fittings All appropriate hose fittings shall be J02049
 - 2.17.27.6 Compressor CARRIER, model O5G heavy-duty transit type, 41 CID, or equal.
 - 2.17.27.7 Compressor Drive System Compressor shall be driven by the bus engine, direct or belt drive system. The compressor mounting system and the bus engine shall be an integral part of each other so that the compressor drive belt tension is not compromised when the engine moves under torque conditions. The belt tensioner shall be self-adjusting.

- 2.17.27.8 Duct System The duct shall be the same size from the rear of the bus to the front prisoner cage with air outlet opening graduated from small to large the further they are from the blower. All air outlets shall be covered with nonadjustable tamper proof louvers. Ductwork shall be installed above the windows on both sides of bus. Each of the six (6) individual holding cells shall be equipped with a "tamper proof" air duct. If necessary in order to have proper air flow to the front cage area booster fans shall be installed inside the ductwork.
- Condensers CARRIER, Model CR-5-A, or equal, with 5 fans, rooftop 2.17.27.9 mounting
- 2.17.27.10 Controls Shall be mounted in driver's area, electronic solid-state type (no exceptions) with individual controls for each of the booster fans.
- 2.17.27.11 Add-On Alternator 150-AMP battery-less, 24 VDC. This unit will supply voltage for the air conditioning system only. If the add-on alternator and compressor are driven from the same output shaft, a separate drive belt shall be used.

2.17.28 **Prisoner Cage Assembly**:

First six (6) seats, three (3) on each side, shall be completely enclosed cages, thus providing six (6) individual compartments for special prisoners. Each compartment shall have one (1) entrance door on the aisle side and one (1) escape door positioned toward rear, above back of seat built into the divider partition. See Drawings for prisoner cage layout at Exhibit 2.

2.17.28.1 Construction Materials:

- 2.17.28.1.1 Square Tubing - 1", 14 gauge minimum. 2.17.28.1.2 SURGUARD Metal - Cold Roll Perforated 14 gauge thickness, 5/8" square hole with 1/4" bridge or equal expanded metal. 2.17.28.1.3 Polycarbonate Plastic - clear, 1/2" thickness. 2.17.28.1.4 Escape Door Locks - Lori double cylinder dead bolts, Corbin Mortise Cylinders, 59A1 keyway with construction keys. Locks shall be installed with one-way "tamper proof" screws. Center Sliding And Cage Entrance Door Latches – Heavy-duty 2.17.28.1.5 hasp or equal type for padlocks. Maricopa County Sheriff's Department will furnish locks. 2.17.28.1.6 Hinges - Heavy-duty steel.
- 2.17.28.1.7 Mounting Brackets and Supports - 11 gauge steel minimum.

2.17.28.1.8

Cage Installation - Units shall be designed, constructed and installed in such a way as to provide maximum security and safety of prisoners. Unit shall be free of all sharp edges and corners, welding slag and splatter. Mounting bolts shall be flush with nuts. All joints shall have full penetrating welds. If expanded metal is used, every mating surface shall be welded. Clear Polycarbonate shall be installed in such a way that it cannot be kicked out by a prisoner. All seating shall be anchored in such a way that it will support the weight of occupants should bus be involved in an accident and end up in an inverted position. Prisoner cage assembly shall be painted with two coats each of primer and acrylic enamel to match the interior of bus. Cage assembly shall be constructed of 1" square tubing with lower 41" portion covered with SURGUARD, or equal expanded metal, upper remaining portion covered with 1/2" clear polycarbonate plastic.

2.17.28.1.9

Aisle Doors - Shall be constructed of 1" square tubing with SURGUARD, or equal expanded metal on lower 18" portion, clear polycarbonate plastic on remaining upper portion, sliding door design with rollers or equal so doors are easy to open and close, hasp or equal lock system, having a minimum clear opening of 24" X 69". Bottom door tracks shall be tapered front to rear or be flush with floor, to prevent stumbling. See drawings, attached.

2.17.28.1.10

Cage Doors - Shall be constructed of 1" square tubing with SURGUARD, or equal expanded metal on lower 41" portion, clear polycarbonate plastic on remaining upper portion, hasp or equal pad lock system, heavy duty steel hinges positioned on right side, door shall open from left to right into aisle, with a minimum clear opening of 24" X 69". See drawings, attached.

2.17.28.1.11

Emergency Escape Doors - Shall be constructed of 1" square tubing, covered with clear polycarbonate plastic, heavy duty pin or equal hinges so door can swing either direction, with heavy duty dead bolt locks, clear opening shall be approximately 29" X `29". One (1) Escape door shall be installed in each prisoner cage, positioned toward rear directly above back of seat. See drawings, attached.

2.18 **GENERAL INFORMATION**:

Complete inspection by vendor shall be made prior to delivery to ensure that the unit is in compliance with specifications. Complete unit including all component and equipment shall meet AZ State and Federal regulations (no exceptions). Five (5) keys shall be supplied, each with 1" key rings and identification tags with serial number. All sharp edges and corners shall be rounded to prevent accidental injury. Vendor shall supply a minimum of three (3) operators manuals, one (1) comprehensive parts manual to include any and all components installed on the truck (book form or CD), three (3) maintenance/ repair/ overhaul / drive-ability / electrical / emissions / wiring vacuum diagrams (book form or CD). The engine oil and filter shall be changed if the bus is driven more than 500 mile prior to delivery. Drawing will be provided for all the Prisoner Cage Assembly. To view or take pictures of a like unit, please contact Les Glover (602-506-4667) or Jim Hutchinson at (602-506-4677.

2.19 TRAINING:

The successful Contractor shall provide a minimum of 6 (hours) to completely train County personnel in the use and care of the equipment, approx. four of the hours dedicated to the Air Conditioning System.

2.20 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid within 180 days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.21 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

2.22 WARRANTY:

The minimum warranty period shall be twelve (12) months for both parts and labor. Warranty repair and/or replacement will be performed at no additional charge to Maricopa County. All warranty periods shall begin upon acceptance by the Using Agency.

2.23 BRAND NAME:

Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.24 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.24.1 Documentation from the manufacturer that the product or model has been discontinued.
- 2.24.2 Documentation that names the replacement product or model.
- 2.24.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.24.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

2.24.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.25 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.26 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.27 MANUALS:

Upon delivery, Contractor shall provide comprehensive operational manuals, service manuals, and schematic diagrams, if required by the Using Agency.

2.28 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

2.29 MODEL YEAR EQUIPMENT:

The County will only accept bids offering current model year equipment/product.

2.30 ORDER CUTOFF INFORMATION:

Contractors submitting proposals (bids) shall advise the County of all known order cutoff dates for the equipment/product specified in the Invitation for Bids at the time of submission. Notification of any subsequent cutoff date(s) (learned after submission) shall also be the responsibility of the Contractor. The Contractor shall advise the County of **subsequent cutoff dates** by notifying the Procurement Consultant, **in writing**, of this new information.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

3.2.1 Compliance with specifications

3.2.2 Price

3.2.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.4 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

3.5 ORDERING AUTHORITY:

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management.

3.6 INDEMNIFICATION AND INSURANCE:

3.6.1 <u>INDEMNIFICATION</u>.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.6.2 Abrogation of Arizona Revised Statutes Section 34-226.

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from CONTRACTOR'S work or services. CONTRACTOR'S duty to defend, indemnify and hold harmless, COUNTY, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of CONTRACTOR, anyone CONTRACTOR directly or indirectly employs or anyone for whose acts CONTRACTOR may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including COUNTY.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.6.3 Insurance Requirements.

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of **COUNTY**. The form of any insurance policies and forms must be acceptable to **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of **COUNTY**, constitute a material breach of this Contract.

CONTRACTOR'S insurance shall be primary insurance as respects **COUNTY**, and any insurance or self-insurance maintained by **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to **COUNTY** under such policies. **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and **COUNTY**, at its option, may require **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.6.3.1 Commercial General Liability. CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The CGL and the commercial umbrella coverage, if any, additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 10 01, and shall include coverage for **CONTRACTOR'S** operations and products.

- 3.6.3.2 <u>Automobile Liability</u>. **CONTRACTOR** shall maintain Automobile Liability Insurance and, if necessary, <u>Commercial Umbrella Insurance with a combined single limit for bodily injury and property</u> damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (including owned, hired, non-owned), assigned to or used in the performance of this Contract. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.
- 3.6.3.3 Workers' Compensation. **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

CONTRACTOR waives all rights against **COUNTY** and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by **CONTRACTOR** pursuant to this agreement.

In case any work is subcontracted, **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of **CONTRACTOR**.

3.6.4 Certificates of Insurance.

3.6.4.1 Prior to delivery of vehicle under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to **COUNTY** fifteen (15) days prior to the expiration date.

3.6.4.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.7 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454 (wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

JIM HUTCHINSON, EQUIPMENT SERVICES, 602-506-4677 (jim.Hutchinson@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.8 PRE-BID CONFERENCE:

THERE WILL BE A MANDATORY PRE-BID CONFERENCE ON <u>AUGUST 30, 2005</u> AT 10:00 A.M. AT THE EQUIPMENT SERVICES CONFERENCE ROOM, 3225 W. DURANGO, PHOENIX, AZ 85009.

3.9 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.10 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Respondents are to provide one (1) original (labeled) and one (1) extra hard copy. Respondents are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

3.11 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 3.11.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 3.11.2 Pricing pages, MANDATORY (Attachment A)
- 3.11.3 Agreement page, MANDATORY (Attachment B)
- 3.11.4 References (Attachment C)
- 3.11.5 Copies of Catalogs/Pricing Documents (if required)
- 3.11.6 Literature, Technical and Descriptive, MANDATORY

4.1.3 Type <u>**N/A**</u>

CANYON STATE BUS SALES INC, 3113 W WELDON, PHOENIX, AZ 85017	
PRICING SHEET C231004/B0700140 NIGP CODE 07024	
OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:X_YES NO	
1.0 PRICING:	
1.1 Two (2) or more BUS, TRANSIT, PRISONER TRANSPORTATION, in accordance with attached specifications. \$160,833.99 /each (to include tire disposal fees)	
1.2 Manufacturer/Model: Blue Bird All American Rear Engine	
1.3 Delivery ARO(state in days): <u>180 Days</u>	
1.4 Pricing to be F.O.B. Destination. Yes	
2.0 WARRANTY: (state in writing here; amplifying information/attachments may be added as attachments):	
2.1. Minimum Warranty Shall be One Year, except as follows:	
2.2 Body Shell Including Paint Adhesion, Min. 5 YR: See Attached Blue Bird Warranty Statement	
2.3. Engine, Min. 5 YR or 100,000 mile: Extended Warranty is Included	
2.4. Bus Frame: (Minimum Acceptable Five Years Unconditional) See Attached Warranty Statement	
2.5 Transmission. Min. 5 YR Unlimited Warranty: <u>As Specified</u> miles.	
2.6. Drivelines / Differentials, Min. 4 YR or 48,000 mile: See Attached	
2.7. Air Conditioning System, All Sealed Components Min, 5 yr: As Specified	
2.8. Prisoner Cages / Partitions, Min. 5 YR: <u>As Specified</u>	
2.9. Other Warranty Information - All other components installed by the body manufacturer not specified elsewhere shall be covered for two (2) years or 50,000 miles. As Specified	
30 Cutoff date for ordering vehicle and options as specified herein. REQUIRED:	
30 days due to volatile fuel, plexiglass and steel costs.	
4.0 OPTIONS: Will be used as part of bid award process.	
4.1. Alternative Fuel Systems: (i.e. dedicated, bi-fuel combination fuels, compressed natural gas, liquid natural gas, propane and etc.) please specify type(s) availability and additional cost below.	
4.1.1 Type <u>N/A</u>	\$/each
4.1.2 Type <u>N/A</u>	\$/each

\$_____/each

CANYON STATE BUS SALES INC, 3113 W WELDON, PHOENIX, AZ 85017

Terms: Net 30

Vendor Number: W000000461 X

Telephone Number: 602-230-1515

Fax Number: 602-230-1519

Contact Person: Cindy Driver

E-mail Address: cindy@canyonstatebus.com

Company Web-Site: <u>www.canyonstatebus.com</u>

Insurance Certificate: Required

Contract Period: To cover the period ending **October 31, 2006.**